

Fill in this information to identify the case:

Debtor 1 Jesus Armando Garcia

Debtor 2 (Spouse, if filing)

United States Bankruptcy Court for the: Middle DISTRICT OF TENNESSEE
(State)

Case number 3:17-bk-05180

Official Form 410S1**Notice of Mortgage Payment Change**

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1

Name of Creditor: The Bank of New York Mellon Trust Company,
National Association fka The Bank of New York Trust Company,
N.A. as successor to JPMorgan Chase Bank, as Trustee for
Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed
Pass-Through Certificates, Series 2004-RS2

Court Claim No. (if known): N/A

Last four digits of any number
you use to identify the debtor's
account: XXXXXX1813

Date of Payment Change:Must be at least 21 days after date of 01/01/2018
this notice.**New total payment:**Principal, interest, and escrow, if any \$613.04**Part 1: Escrow Account Payment Adjustment****Will there be a change in the debtor's escrow account payment?**

- ☒ No.
☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable non-bankruptcy law. Describe the basis for the change. If a statement is not attached, explain why:

Current escrow payment: \$

New escrow payment: \$

Part 2: Mortgage Payment Adjustment**Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate note?**

- ☐ No.
☒ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable non-bankruptcy law. If a statement is not attached, explain why: _____

Current interest rate: 8.375%New interest rate: 8.5%

Current principal and interest payment: \$608.26

New principal and interest payment: \$613.04

Part 3: Other Payment Change**Will there be a change in the debtor's mortgage payment for a reason not listed above?**

- ☒ No.
☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: _____

Current mortgage payment: \$

New mortgage payment: \$

First Name Middle Name Last Name**Part 4: Sign Here**

The person completing this notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number if different from the notice address listed on the proof of claim to which this Supplement applies.

Check the appropriate box

☐ I am the creditor. ☒ I am the creditor's authorized agent.
(Attach copy of Power of Attorney, if any.)

I declare under penalty of perjury that the information in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.

X /s/ Kyle Stewart
Signature

Date: November 29, 2017

Print: Kyle Stewart
First Name Middle Name Last Name

Title Attorney

Company Shapiro & Ingle, LLP

Address 10130 Perimeter Parkway, Suite 400
Number Street

Charlotte, NC 28216
City State ZIP Code

Contact phone (704)333-8107

Email: ncbkmail@shapiro-ingle.com

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

IN RE:

JESUS ARMANDO GARCIA

**3:17-bk-05180
CHAPTER 13**

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing and annexed pleading or paper upon:

(Served via U.S. Mail)
Jesus Armando Garcia
204 Amy Drive
Portland, TN 37148

(Served via Electronic Notification Only)
Jon Daniel Long
Long, Burnett, & Johnson PLLC
302 42nd Ave. No.
Nashville, TN 37209

(Served via Electronic Notification Only)
Henry Edward Hildebrand, III
PO Box 340019
Nashville, TN 37203

by depositing the same in a postpaid wrapper properly addressed to each such party or his attorney of record in a post office or other official depository under the exclusive care and custody of the United States Postal Service and/or by electronic mail, if applicable.

This the 29th day of November, 2017.

/s/ Kyle Stewart
Kyle Stewart, Attorney for Creditor, Bar # 33796
kstewart@logs.com | 704-831-2341
Shapiro & Ingle, LLP
10130 Perimeter Pkwy, Suite 400
Charlotte, NC 28216
Phone: 704-333-8107 | Fax: 704-333-8156
Supervisory Attorney Contact: Bonnie Culp
bculp@logs.com | 704-249-0065
Electronic Service Notifications: tnecf@logs.com

17-109844



11/06/2017

Loan Number: [REDACTED]

Sherri L Hunter
Jesus A Garcia
5000 RIDGEMONT HTS
LAVALETTE, WV 25535-9771

Property Address: 230 Hester Rd
Portland, TN 37148-4901

The mortgage payment will change on 01/01/2018
The monthly payment will go from \$608.26 to \$613.04

Dear Customer(s),



**Why We Are
Sending This
Letter**



**What Needs
To Be Done**

- Under the terms of the Adjustable-Rate Mortgage (ARM) referenced above, there is a 6 month period during which the interest rate stayed the same.
- That period ends on 12/01/2017. So on that date the interest rate may change.
- After that, the interest rate may change every 6 month(s) for the rest of the loan term.
- **If the new payment seems unaffordable, Ocwen Loan Servicing** should be contacted at [REDACTED] soon as possible.
- The **following options may be possible** (most are subject to lender approval):
 - Refinance the loan. Our Loan Officers are **ready to assist with any refinancing needs at [REDACTED] (toll free).**
 - Sell the home and use the proceeds to pay off the current loan,
 - Modify the loan terms with us,
 - Payment forbearance, that temporarily allows more time to pay the monthly payment.

ARMBKM

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is provided purely for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.



	Current Rate and monthly Payment	New Rate and monthly Payment
Interest Rate	8.37500%	8.50000%
Principal	\$158.90	\$158.10
Interest	\$449.36	\$454.94
Escrow (Taxes and Insurance)*	\$0.00	\$0.00
Regular Monthly Payment	\$608.26	\$613.04
Optional Insurance	\$0.00	\$0.00
Total Escrow Amount	\$0.00	\$0.00
Total monthly Payment	\$608.26	\$613.04 (due 01/01/2018)

Please note the **overall monthly payment could change on a separate date as a result of** any increase or decrease in **real estate taxes and/or insurance**.

New Interest Rate and Monthly Payment: The table above shows the new interest rate and the new monthly payment. The new payment is based on the 6 LIBOR 1ST BUS DAY as of now, the margin 6.89000% to the index, the loan balance of \$64,226.59, and the remaining loan term of 192 months.

Interest Rate: We calculated the interest rate by taking a published "index rate" and adding a certain number of percentage points, called the "margin". Under the loan agreement, the index rate is 1.57511% and the margin is 6.89000%. The 6 LIBOR 1ST BUS DAY is published Monthly in WallStreet Journal. The calculated amount is rounded by 0.12500%.

Rate Limit(s): The rate cannot go higher than 13.14000%, or lower than 7.14000% over the life of the loan. The rate can change each time by no more than 1.00000%.

Prepayment Penalty: None.

For contact information for counseling agencies or program, call the U.S. Department of Housing and Urban Development (HUD) at [REDACTED] or visit www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm. For contact information for a state housing finance agency, contact the U.S. Consumer Financial Protection Bureau (CFPB) at <http://www.consumerfinance.gov/mortgagehelp>

For any questions, please contact the Customer Care Center at [REDACTED] Monday through Friday 8 am to 9 pm and Saturday 8 am to 5 pm ET.

Sincerely,
Loan Servicing

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